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Signed and Filed: December 20, 2019

DENNIS MONTALI
U.S. Bankruptcy Judge

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Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

** All papers shall be filed in the lead case,
No. 19-30088 (DM)*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11
(Lead Case) (Jointly Administered)

**ORDER APPROVING STIPULATION
CONSENTING TO EXTENSION OF
DEADLINE TO ASSUME OR REJECT
CERTAIN NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

[No Hearing Requested]

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The Court having considered the *Stipulation Consenting to Extension of Deadline to Assume or Reject Certain Nonresidential Real Property Leases Pursuant to 11 U.S.C. 365(d)(4)* (the “**Stipulation**”), entered into by PG&E Corporation and Pacific Gas and Electric Company, as debtors and debtors in possession (collectively, the “**Debtors**”), on the one hand, and PPF Paramount One Market Plaza Owner, L.P. (the “**Lessor**”), on the other hand, filed on December 19, 2019, [Dkt. No. 5175] and, pursuant to such stipulation and agreement of the Parties¹, and good cause appearing,

IT IS HEREBY ORDERED:

1. The Stipulation constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code for—an extension or extensions (the “**Extension**”) of the time within which a Debtor must assume or reject any nonresidential real property lease to which it and the Lessor are party (the “**Leases**”) until June 30, 2020 (the “**Second Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from the First Extended Deadline through and including the Second Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to the Stipulation is without prejudice to the Debtors’ right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Second Extended Deadline.

4. Nothing contained in the Stipulation or any actions taken by the Debtors pursuant to relief consented to therein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors’ rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Stipulation.

1 claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are
2 executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the
3 Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or
4 seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment,
5 or other modification of the terms of the Leases.

6 5. Nothing contained in the Stipulation or this Order shall impair in any way Lessor's
7 right to file a claim for any pre-petition amount due under the Leases.

8 6. The Debtors are authorized to take all actions necessary to effectuate the relief
9 granted pursuant to and in accordance with the Stipulation and this Order.

10 7. The terms and conditions of the Stipulation shall be immediately effective and
11 enforceable upon entry of this Order.

12 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
13 provisions of the Stipulation and this Order.

14
15 APPROVED AS TO FORM AND CONTENT:

16 Dated: December 19, 2019

17 LESSOR

18 /s/ Bernard A. Marasco

19 Bernard A. Marasco

20 *Authorized Officer of Lessor*

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22 **END OF ORDER**
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